

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000005762
Claire Lathrop Band Mill Inc
PO Box 268
Bristol VT 05443
United States

Contract ID 0000000000000000000023046		Page 1 of 4
Contract Dates 08/01/2012 to 07/31/2015		Origin CP
Description: WOODCHIPS MIDDLEBURY		Contract Maximum \$999,999.00
Buyer Name Wortman,Linda	Buyer Phone 828-5684	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		WOOD CHIPS FOR FUEL CAMP JOHNSON, COLCHESTER - DISCONTINUED	TON	0.01000	0.00	0.00
2		WOOD CHIPS FOR FUEL MAHADY COURT, MIDDLEBURY	TON	70.00000	0.00	0.00

MATERIALS: WOODCHIPS ARE TO BE SELECTED HARDWOOD SPECIES, NO POPLAR, BASSWOOD OR SOFTWOOD WILL BE CONSIDERED. WHOLE TREE CHIPS SHALL BE PROVIDED WHICH CONFORM TO MOISTURE CONTENT REQUIREMENTS AND ARE FREE OF DIRT, ROCKS, TWIGS, STICKS AND SAWDUST. ALL CHIPS SHOULD FIT THROUGH A 1 1/2 INCH SCREEN. UNACCEPTABLE CHIPS WILL BE REJECTED BY THE STATE AND REPLACED BY THE CONTRACTOR AT NO COST TO THE STATE.

MOISTURE CONTENT: THE PRICE QUOTED SHALL BE BASED ON NET TONS AT 40% MOISTURE CONTENT +/- 5%. THE VERMONT DEPARTMENT OF BUILDINGS AND GENERAL SERVICES PERSONNEL WILL ALSO CHECK THE MOISTURE CONTENT USING THE FOLLOWING PROCEDURE; TWO SAMPLES FROM EACH DELIVERY VAN WILL BE WEIGHED BEFORE AND AFTER COMPLETE DRYING IN A MICROWAVE OVEN.

PRICE QUOTED: THE PRICE QUOTED SHALL INCLUDE ALL TRANSPORTATION CHARGES FULLY PREPAID TO THE DELIVERY LOCATION, AND WILL BE BASED UPON THE DELIVERY SLIPS, AND ADJUSTED FOR MOISTURE CONTENT IF THE ACTUAL IS LESS THAN 25% OR MORE THAN 45%. FOR EXAMPLE A 23 TONE LOAD AT 55% MOISTURE WILL BE BILLED AT 20.7 TONES (45%-55%=10% 23X10%=-2.3 23-2.3=20.7).

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR WOOD CHIPS ISSUED AUGUST 7, 2012 AND VENDOR'S RESPONSE DATED AUGUST 10, 2012.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JULY 1, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE: PROVIDE WOOD CHIPS FOR CAMP JOHNSON, COLCHESTER AND MAHADY COURTHOUSE, MIDDLEBURY

THE PERIOD OF PERFORMANCE WILL BE FOR A PERIOD OF 12 MONTHS BEGINNING SEPTEMBER 1, 2012 TO AUGUST 1, 2013 WITH THE OPTION TO RENEW FOR 2 ADDITIONAL 12 MONTH PERIODS.

CHIPS: CHIPS ARE TO BE DELIVERED TO THE DESIGNATED AREA AT THE CONTRACTOR'S EXPENSE BETWEEN THE HOURS LISTED BY LOCATION AND WILL BE UNLOADED BY THE CONTRACTOR. DELIVERIES WILL BE MADE UPON THE REQUEST OF OUR HEATING PLAN SUPERVISOR OR HIS DESIGNEE.

TRAILERS: THE DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE THE SIZE NORMALLY ACCEPTED IN THE WOOD CHIP TRANSPORTATION TRADE. DELIVERY TRAILERS USED BY THE CONTRACTOR SHALL BE A SELF UNLOADING TYPE, TRAILERS WILL BE UNLOADED BY DELIVERY PERSONNEL WITH ALL CHIPS DELIVERED INTO THE STATE'S STORAGE FACILITY.

WEIGHT: ALL LOADS SHALL BE WEIGHED IN ACCORDANCE WITH 9 VSA (VERMONT STATUTES ANNOTATED) CHAPTER 73 AND 2744. NO SPLIT WEIGHING SHALL BE ALLOWED. CONTRACTOR MUST PROVIDE A TRUCK WEIGHT SLIP FOR EACH TRUCKLOAD OF WOOD CHIPS DELIVERED AND THE SLIP NUMBERS MUST APPEAR ON THE INVOICE. ALL WEIGHT TICKETS SHALL BE MECHANICALLY OR ELECTRONICALLY PRINTED. HAND WRITTEN WEIGHT TICKETS WILL NOT BE ACCEPTED, AND LOADS WITH HAND-WRITTEN TICKETS SHALL BE REJECTED. PAYMENT SHALL NOT BE MADE FOR THAT PORTION OF ANY LOAD EXCEEDING THE LEGAL MAXIMUM REGISTERED GROSS WEIGHT OF THE DELIVERING VEHICLE. ALL SUCH MATERIAL SHALL BE DEPOSITED ALONG WITH THE BALANCE OF THE LOAD AT AN APPROPRIATE STATE FACILITY UNDER THE TERMS OF THESE SPECIFICATIONS. REPEATED VIOLATIONS CAN BE THE SUBJECT FOR DISQUALIFICATION OF THE SUPPLIER, HAULER, OR BOTH.

AVAILABILITY: THE CONTRACTOR SHOULD MAKE PROVISIONS TO BE ABLE TO DELIVER THE SPECIFIED WOOD CHIPS AT ANYTIME DURING THE HEATING SEASON AD TO THAT END SHOULD HAVE A SOURCE OF WOOD AVAILABLE DURING TIMES WHEN THE BACK ROADS ARE POSTED WITH WEIGHT RESTRICTIONS.

ALTERNATE SOURCES: IF THE CONTRACTOR FAILS TO DELIVER A LOAD OF CHIPS WITHIN THE TIME REQUESTED, FOR ANY REASON (EQUIPMENT MALFUNCTION, ROADS UNSUITABLE FOR HAULING) THE STATE RESERVES THE RIGHT TO OBTAIN CHIPS FROM ANY SUPPLIER WHO CAN DELIVER. IF THE CONTRACTOR IS NOT GOING TO BE ABLE TO MAKE A DELIVERY CONTRACTOR TO

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NOTIFY THE CONTACT PERSON WITHIN 24 HOURS SO OTHER ARRANGEMENT CAN BE MADE.

TAXES: THE STATE OF VERMONT IS EXEMPT FROM ALL SALES AND FEDERAL EXCISE TAXES. THE CONTRACTOR AGREES TO PAY ALL VERMONT TAXES WHICH MAY BE DUE AS A RESULT OF THIS CONTRACT.

COLCHESTER/CAMP JOHNSON: 789 VERMONT NATIONAL GUARD ROAD, BUILDING 6, CAMP JOHNSON, COLCHESTER, VT 05446. CHIPS ARE TO BE DELIVERED MONDAY THROUGH FRIDAY 7:30 AM-4:00 PM. CHIPS ARE TO BE DELIVERED TO THE WOOD FUEL STORAGE BUILDING LOCATED ACROSS THE DRIVE FROM THE HEATING PLANT BAY. A LIVE BOTTOM TRAILER WILL BE REQUIRED. ALL TRANSPORTATION EXPENSES WILL BE COVERED BY THE CONTRACTOR. MAINTENANCE WILL ORDER AS NEEDED AND WILL SET UP A DELIVERY TIME WITH THE SUPPLIER. DELIVERY DATE AND TIME SHOULD BE CLEARED WITH PLANT ENGINEER. ESTIMATED TONNAGE PER YEAR 250

MIDDLEBURY: COURTHOUSE, 7 MAHADY COURT, MIDDLEBURY, VT 05753. CHIPS TO BE DELIVERED MONDAY THROUGH FRIDAY 7:30 AM-1:00 PM. CHIPS TO BE DELIVERED TO A 30 TON UNDERGROUND STORAGE BIN LOCATED ON THE NORTH SIDE OF THE BUILDING VIA A LIVE BOTTOM TRAILER. EACH DELIVERY WILL REQUIRE DROPS AT BOTH END OF THE BIN. A KEY TO THE DOORS WILL BE PROVIDED. ALL TRANSPORTATION EXPENSES WILL BE COVERED BY THE CONTRACTOR. DELIVERIES WILL BE REQUESTED APPROXIMATELY ONE (1) WEEK IN ADVANCE OF NEED. DELIVERY DATE AND TIME SHOULD BE CLEARED WITH THE PLANT ENGINEER. ESTIMATED TONNAGE PER YEAR 150

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

DELIVERY PERFORMANCE MEASURES: PENALTIES MAY BE IMPOSED ON CONTRACTORS THAT HAVE CONTINUAL LATE DELIVERIES. THESE PENALTIES MAY INCLUDE BUT ARE NOT LIMITED TO CANCELLATION OF ORDERS, REQUEST FOR DISCOUNTED PRICING, NON-USE OF AN OFFENDING CONTRACTOR OR CANCELLATION OF THE CONTRACTOR'S CONTRACT. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 99%; THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTOR'S PROMISED DELIVERY DATE TO THE OFFICE OF PURCHASING AND CONTRACTING. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

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DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.						

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

LINDA WORTMAN
PURCHASING AGENT
802-828-4658
FAX 802-828-2222
linda.wortman@state.vt.us

AMENDMENT #1 - 8/22/2013 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TERM TO JULY 31, 2014 WITH A PRICE INCREASE OF \$55.50 PER TON TO \$56.00 PER TON AT CAMP JOHNSON, COLCHESTER AND \$53.50 TO \$54.00 PER TON AT MAHADY COURT, MIDDLEBURY.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

AMENDMENT #2 - 8/11/2014 - THIS CHANGE ORDER IS ISSUED TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO JULY 31, 2015 WITH A PRICE INCREASE FROM \$54.00 PER TON TO \$70.00 PER TON AT MAHADY COURT HOUSE, MIDDLEBURY. WOOD CHIPS FOR FUEL AT THE CAMP JOHNSON, COLCHESTER LOCATION HAVE BEEN DISCONTINUED PER THE MILITARIES REQUEST.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 06/09/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____